



**MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
INVITATION FOR BID (IFB)**

Waste & Underground Tank Management Bureau  
Junk Vehicle Program  
Metcalf Building  
1520 E. Sixth Avenue  
P.O. Box 200901  
Helena, MT 59620-0901  
Phone: 406-444-5300  
Fax: 406-444-1374  
TTY Users, 406-444-9526

**(THIS IS NOT AN ORDER)**

Date Issued: March 7, 2014

Issued by: Mitzi Hansen- Junk Vehicle Procurement Officer

IFB Number:  
**#514043**

IFB Title:  
**Direct Haul Crushing Contract for Cascade County**

**SEALED BIDS** will be received and publicly opened  
in the Metcalf Building **3:00 p.m., Local Time** on:

**March 28, 2014**

Number of Pages: 12

**INSTRUCTIONS TO BIDDERS**

**BIDDERS CHECKLIST**

**Have you remembered to:**

- ☐ Check for any mailed bid Addendum and if required signed & enclosed each "Acknowledgment of Addendum".
- ☐ Complete bidder details and signed the IFB coversheet.
- ☐ Carefully review the Standard Terms and Conditions, Model Contract terms and conditions, specifications & requirements for compliance with the IFB.
- ☐ On the bid pages; the Junk Vehicle Purchase Price per ton is correctly entered, the bid page is signed & Notarized.
- ☐ Correct address is on mailing envelope and IFB# & IFB due date are marked under the return address.

**Mark Face of Envelope/Package directly  
under the return address:**

IFB Number: 514043

IFB Due Date: March 26, 2014

**Special Instructions: It is the bidder's responsibility to  
visit each county graveyard prior to submitting a bid.  
Failure to do so will not excuse bidder from complying  
with bid specifications and requirements.**

**BIDDERS MUST COMPLETE THE FOLLOWING AND RETURN ALONG WITH BID PAGES**

**Payment Terms: Within 10 Days of NOA**

**Project Completion Date: April 30, 2015**

**Bidder Company Name/Address:**

**Phone Number: ( ) \_\_\_\_\_.**

**FAX Number: ( ) \_\_\_\_\_.**

**Email: \_\_\_\_\_.**

**Authorized Bidder Signatory:**

**Printed Bidder Name and Title:**

**Bidder Federal I.D./Social Security Number:**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

<b>TABLE OF CONTENTS</b>
--------------------------

**PAGE**

<b>Standard Terms and Conditions .....</b>	<b>1</b>
--	----------

<b>Section 1: General Requirements .....</b>	<b>4</b>
--	----------

1.1	Introduction .....	4
1.2	Contract Term .....	4
1.3	Instructions to Bidders .....	4
1.4	Bid Submission.....	5
1.5	Change or Withdrawal of Bids .....	6
1.6	Bid Awards .....	6
1.7	State's Rights Reserved .....	6

<b>Section 2: Standard Specifications and Special Conditions .....</b>	<b>8</b>
--	----------

2.1	Performance Bond and Advance Payment Required.....	8
2.2	General Specifications and Conditions .....	8

<b>Appendix A – Bid Form .....</b>	<b>11</b>
------------------------------------	-----------

<b>Appendix B – Model Contract .....</b>	<b>14</b>
--	-----------

## STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set

for receipt. Bids or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to which a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

## SECTION 1: GENERAL REQUIREMENTS

### 1.1 INTRODUCTION

The Motor Vehicle Recycling and Disposal Program of the Department of Environmental Quality's Permitting & Compliance Division, (the State), pursuant to Section 75-10-531, MCA 1979, is soliciting bids for the purchase and disposal of junk vehicles whether whole, partial, or in component parts.

Each successful bidder should become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful bidder of their obligation to provide all labor necessary to carry out the provisions of the contract.

This solicitation is for the direct haul of junk vehicles hauled by **Cascade County** for delivery to a licensed Motor Vehicle Recycling facility for the purpose of crushing and disposing of junk vehicles. Unless otherwise stated in this solicitation, junk vehicle graveyards will not be involved in the process.

The State will select the conforming bid that proposes the highest Bid Percentage as explained in Section 3.1, Bid Pricing. The successful bidder shall purchase and dispose of junk vehicles **based on the Bid Percentage of the national scrap metal price of #2 bundles as quoted by the American Metals Market (AMM) for L.A. on March 15, 2014**, more fully defined under Section 3. The prices quoted are in gross tons which we will adjust to net tons by multiplying by 1.12.

### 1.2 CONTRACT TERM

This contract will be for the term of one year from the date of contract execution. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **one**-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of **seven** years, at the option of the State.

### 1.3 INSTRUCTIONS TO BIDDERS

**1.3.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: Mitzi Hansen  
Address: PO Box 200901  
Helena, MT 59620-0901  
Telephone Number: 406-444-5300  
Fax Number: 406-444-1374  
E-mail Address: [mihansen@mt.gov](mailto:mihansen@mt.gov)

**1.3.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.3.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.3.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.3.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.3.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

## **1.4 BID SUBMISSION**

**1.4.1 Bid Documents and Forms.** Bids must be submitted on the forms furnished by the State. The Bid Form is included in this IFB as Appendix A. Project specifications, bid forms, and contract forms are available on the State's Vendor OneStop website at:

<http://svc.mt.gov/gsd/OneStop/SolicitationList.aspx?AgencyID=4>, by contacting the Procurement Officer (phone 406-444-5300 | fax 406-444-1374 | e-mail [mi Hansen@mt.gov](mailto:mi Hansen@mt.gov)), or by mailing a written request to:

Motor Vehicle Recycling and Disposal Program  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
Permitting & Compliance Division  
Attn: Mitzi Hansen  
P.O. Box 200901  
Helena, MT 59620-0901

**1.4.2 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to "IFB 514043- Direct Haul Crushing Contract for Cascade County". ***Bids must be received in the office of the Procurement Officer by 3:00 p.m. local time on March 26, 2014.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.4.3 Late Bids.** ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the Procurement Officer's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.4.4 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.4.5 Satisfaction Of Bid Requirements.** Requirements designated in this bid must be satisfied. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid form.

## **1.5 CHANGE OR WITHDRAWAL OF BIDS**

**1.5.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.3.1 above. This written communication must be received prior to the date and hour of the bid opening via regular mail or facsimile only. E-mail notices containing prices are not allowed and will be disqualified.

**1.5.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## **1.6 BID AWARDS**

**1.6.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder offering the highest Bid Percentage in accordance with the specifications set forth in the IFB and as explained more fully in Section 3. The State will evaluate the Bid Percentage stated to no less than the one-hundredth percentile, for example: 45.67% or 43.21%. Proposed Bid Percentages stated in any fraction of one one-hundredth of a percent shall be rounded down. For example a Bid Percentage of 50.021%, 50.025% or 50.029% shall all be evaluated as an offer of 50.02%.

"Responsive" means the bidder has conformed in all material aspects with the IFB."

"Responsible" means the bidder has the capability in all aspects to fully perform the contract requirements and the integrity and reliability to ensure good faith performance. Bids will be opened **by the Procurement Officer at 3:00 p.m. on March 28, 2014** with the successful bidder being identified by the Procurement Officer after a complete review of all bids received.

**1.6.2 Notification of Award.** Immediately after identification of the successful bidder, the State shall send written notification to the successful bidder that includes an Original and Contractor's Copy of the Contract **requesting execution of both documents**. Within ten (10) business days after receipt of the stated documents, the successful bidder shall return to the State the fully executed Original Contract along with its **proof of insurance including Worker's Compensation Insurance**. Return may be made either in person or via certified mail to document the date of mailing as noted below:

### **HAND DELIVERY:**

Montana Department of Environmental Quality  
Financial Services, Room 3 Metcalf Building  
1520 East Sixth Avenue  
Helena, MT 59620

### **CERTIFIED MAIL DELIVERY**

Montana Department of Environmental Quality  
Financial Services, Room 3 Metcalf Building  
P.O. Box 200901  
Helena, MT 59620-0901

Awards will be on an all-or-none basis.

## **1.7 STATE'S RIGHTS RESERVED**

**1.7.1 Bid Acceptance:** The State may accept a bid other than the highest bid per ton if the State determines that the bidder is non-responsive or non-responsive (ARM 2.5.407).

**1.7.2 Rejection of Bids.** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).



## SECTION 2: SPECIFICATIONS, SPECIAL CONDITIONS AND SERVICES

### 2.1 PRE-REQUISITES

Bidder must meet the following pre-requisites in order to submit a bid under this IFB:

- a. Bidder's crushing facility must be located within the county requiring crushing services.
- b. Have access to scales that are licensed and certified by the Montana Department of Labor and Industry. **Bids will be accepted from bidders who do not own scales; but written and/or photographic documentation of the dates and times of scale availability, location of scales, and proof of latest scale certifications will need to be submitted with the bid proposal to fulfill pre-requisite conditions.**
- c. Have access to the American Metals Market pricing index.
- d. Have, at a minimum, a crusher or logger/baler on the premises. Work under this IFB will not be subcontracted.
- e. Bidder must have adequate equipment for the removal and recycling of fluids and mercury switches.

### 2.2 GENERAL SPECIFICATIONS, CONDITIONS AND SERVICES

#### 2.2.1 Bidder shall:

- a. Accept at the successful bidder's crushing facility, all junk vehicles and component parts from the county junk vehicle program's wrecker or third-party wrecker hired by the county.
- b. Crush, bale or render unusable all junk vehicles whether whole, partial, or in component parts within 72 hours of receipt.
- c. Operate so as to not violate any laws and rules of the State of Montana, including, but not limited to, the Montana Clean Air Act, the Montana Solid Waste Management Act, the Montana Clean Water Act, the Montana Hazardous Waste Act or any federal laws and rules.
- d. Not burn any junk vehicles, component parts, or leftover debris or garbage as a means of disposal.
- e. Provide adequate fire protection equipment to control any and all fires that may occur as a result of the operation.
- f. Not sell any junk vehicles or component parts of junk vehicles accepted from the county junk vehicle program to any individual. All recyclable materials must be crushed, rendered unusable as motor vehicles or parts, and sold as scrap.
- g. Pay all costs incurred for disposal for debris and garbage from the crushing operation.
- h. Provide to the State, within ten days of the first day of each month, the following:
  1. A weigh slip which must include, at a minimum, the point of origin, the name of the facility receiving the scrap metal, the date received, the gross, tare and net weights of each load, and the name of the hauler and vehicle number denoted on the junk vehicle or component parts.
  2. An itemized payment statement which shall include the number denoted on the vehicle, the date received, and the weight of the vehicle or component parts. The statement must also include the total gross weight, total net weight, and amount paid to the State.
  3. A copy of the release form received from the county showing transfer of ownership from the registered owner to the county junk vehicle program and also showing transfer from the county junk vehicle program to the successful bidder. This release form will be attached to the Model Contract (Appendix B of the IFB).

4. An email or letter stating that no vehicles were received during the month shall be sent to the State's liaison if, in fact, no vehicles were received by the contractor during that month.

**2.2.2. Liability.** Bidder agrees that the State is not liable for any injury that may occur to an employee of the Bidder during the crushing and disposal of the junk vehicles. Bidder is liable for any damage or injury to person or property caused by its operation or by any of its employees who are acting within the scope of their duties.

**2.2.3 Bidder Warranties.** The successful Bidder must warrant and represent that the IFB Form filed with the State is true and accurate as of the date it was filed and that the information in it is true. The successful Bidder must also warrants that it is not now involved in any litigation in the State of Montana and is not contemplating filing a petition in bankruptcy.

**2.2.4 Hours of Operation.** Generally an **8:00 a.m. to 5:00 p.m. workday, Monday through Friday**, can be anticipated at the crushing facility, excluding federally accepted holidays. However, specific hours of operation are totally at the discretion of successful bidder's facility.

**2.2.5 Other Special Conditions.** The successful Bidder must:

- a. Remove and recapture all refrigerants contained in automotive air conditioning systems in accordance with the requirements of the Federal Clean Air Act prior to the crushing of the vehicles.
- b. Removal of all accessible vehicle convenience lights using mercury switches and all lead wheel weights prior to the vehicle being crushed. All such switches and weights must be properly containerized, stored and recycled by the bidder.
- c. Remove and properly dispose of fuel from any vehicles prior being crushed.
- d. Remove, and properly dispose of up to five tires, rimmed or rimless, per vehicle prior to being crushed.
- e. Include any buses and large trucks contained in the graveyard or graveyards in the crushing operation.
- f. Allow access to all areas of the crushing facility involved in the fluid removal, mercury switch recycling, crushing and removal from the facility.
- g. Allow access to all documentation associated with vehicles received from the **Cascade** county junk vehicle program.

## SECTION 3: PRICING SCHEDULE

### 3.1 PRICING

**3.1.1 Initial Bid Information.** For the initial bid under this IFB, where the bidder accepts vehicles from the county junk vehicle program at its crushing facility, the purchase price to the State will be based on the American Metals Market (AMM) price index (\$ per US ton) as of **March 15, 2014**. The formula the state will use to determine the successful bidder shall be:

$$\text{\$AMM/ (gt) / 1.12 (conversion factor (cf)) = price/net tons (p/nt) x Bid Percentage (bp) = net price (np)/NT}$$

As an example – if AMM quotes \$415 per gross ton:

$$\text{\$415(gt) / 1.12(cf) x 50.00% (bp) = \$185.28 (np)/US ton}$$

Payment amounts shall be rounded to the nearest full one one-hundredth of a dollar. For example a payment amount calculation of \$185.2849 or less shall be payable as \$185.28, while the amount of \$185.2850 or more shall be payable as \$185.29.

**3.1.2 Payment submittal.** Within ten days of the first day of each month, the successful bidder shall send to the State its payment, in accordance with Section 2.3.1.h, for all junk vehicles crushed and disposed of during the previous month.

**3.1.2 National Scrap Metal Market Price Adjustments.** The successful bidder shall adjust its prices each month based upon demonstrated increases or decreases in the net ton price paid for **#2 bundles as quoted by AMM for L.A. export yard buying price** on the 15<sup>th</sup> day of the month in which the work was performed. This quoted price will be used to determine the amount owed to the State for that month's crushing activity.



## APPENDIX A – BID FORM & ACKNOWLEDGMENT

IFB #514043

### INVITATION FOR BID #514043 BID FORM

(For a bid to be considered, it must be submitted on this form, properly signed and notarized, and enclosed with the IFB coversheet that has also been properly completed and signed)

Name of Bidder: \_\_\_\_\_

**Note to bidder:** Follow instructions on the coversheet of the IFB for submitting the bid.

To the State of Montana Junk Vehicle Program:

The undersigned confirms that, in submitting this BID for the purchase of junk vehicles whether whole, partial, or in component parts, in the following county or counties: **Cascade**:

1. No other individual or firm has any interested in this proposal; and that this proposal is submitted without collusion with any other bidder;
2. All Sections of the IFB, including the state of Montana's standard terms and conditions the terms and conditions of the Model Contract, have been carefully examined and the meaning, intent and requirements of same are fully understood and agreed to;
3. Bidder shall dispose of junk vehicles in the time specified and in conformity with the conditions of the contract. If conditions arise beyond the control of the bidder and/or the State that necessitate modification of the dates and terms of the original contract, such modification shall be in writing as mutually agreed to by the parties. Any modifications shall be without penalty to either party.
4. Bidder's initial bid, for purposes of IFB 514043, is as noted below for all recyclable and salvageable materials, excluding debris or garbage is a **Bid Percentage of:**

.   %

5. Immediately after identification of the successful bidder, the State shall send written notification to the successful bidder that includes an Original and Contractor's Copy of the Contract **requesting execution of both documents**. Within ten business days after receipt of the stated documents, the successful bidder shall return to the State the fully executed Original Contract along with its **proof of insurance including Worker's Compensation Insurance**. Return may be made either in person or via certified mail to document the date of mailing as noted below:

#### **HAND DELIVERY:**

Montana Department of Environmental Quality  
Financial Services, Room 3 Metcalf Building  
1520 East Sixth Avenue  
Helena, MT 59620

#### **CERTIFIED MAIL DELIVERY**

Montana Department of Environmental Quality  
Financial Services, Room 3 Metcalf Building  
P.O. Box 200901  
Helena, MT 59620-0901

6. Bidder understands the contract will be awarded to the responsive and responsible bidder offering the highest bid purchase price per ton in accordance with the specifications set forth in the IFB. "Responsive" means the bidder has conformed in all material aspects of the IFB. "Responsible" means the bidder has the capability in all aspects to fully perform the contract requirements and the integrity and reliability to ensure good faith performance.
7. The State may accept a bid other than the highest bid per ton if the State determines that the bidder is non-responsible or non-responsive (ARM 2.5.407).
8. Bidder understands that the State may, at its sole discretion, cancel or terminate this IFB (18-4-307, MCA); waive any undesirable, inconsequential, or inconsistent provisions of this IFB that would not have significant impact on any bid (ARM 2.5.505), or if awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

## APPENDIX A – BID FORM & ACKNOWLEDGMENT

IFB #514043

9. The undersigned is familiar with the books and records of the business showing the financial and physical condition of the Bidder, and also knows that the Bidder is not now involved in any litigation in the State of Montana and is not now contemplating filing a petition in bankruptcy.

**Respectfully submitted,**

By \_\_\_\_\_  
**Authorized Agent (signature in ink)**

Title \_\_\_\_\_

## ACKNOWLEDGMENT

State of Montana )  
County of \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(See the IFB coversheet for the Bidder Reminder checklist prior to submitting the bid)

## CONTRACT 514043 FOR THE PURCHASE AND DISPOSAL OF JUNK VEHICLES

This Contract is hereby made between **Successful Bidder's Name** (Contractor) and the Montana Department of Environmental Quality (the State) for the purchase of junk vehicles by Contractor for disposal and recycling as scrap metal in accordance with the Motor Vehicle Recycling and Disposal Program pursuant to Section 75-10-531, MCA. This Contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

### **SECTION I: DATES TO COMMENCE AND COMPLETE SERVICES**

This Contract shall take effect upon signature, with the effective date being the latter of the two signatures. As of the effective date, Contractor is authorized to accept junk vehicles from the county junk vehicle program, and to crush or bale the materials as described in Section II. This Contract shall terminate on **date**, unless terminated earlier in accordance with the terms of this Contract (§18-4-313, MCA).

### **SECTION II. CONTRACT RENEWAL.**

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **one**-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of **seven** years, at the option of the State.

### **SECTION II: SERVICES**

Contractor agrees to:

- A. Accept at the Contractor's crushing facility, all junk vehicles and component parts from the county junk vehicle program's wrecker or third-party wrecker hired by the county.
- B. Crush, bale or render unusable all junk vehicles whether whole, partial, or in component parts within 72 hours of receipt.
- C. Operate so as to not violate any laws and rules of the State of Montana, including, but not limited to, the Montana Clean Air Act, the Montana Solid Waste Management Act, the Montana Clean Water Act, the Montana Hazardous Waste Act or any federal laws and rules.
- D. Not burn any junk vehicles, component parts, or leftover debris or garbage as a means of disposal.
- E. Provide adequate fire protection equipment to control any and all fires that may occur as a result of the operation.
- F. Not sell any junk vehicles or component parts of junk vehicles accepted from the county junk vehicle program for any use other than recycled scrap metal for shredding and separation. All recyclable materials must be crushed, rendered unusable as motor vehicles or parts, and sold as scrap.
- G. Pay all costs incurred for disposal for debris and garbage from the crushing operation.
- H. Pay to the State, within ten days of the first day of each month, the payment amount based on the weight in US tons of scrap sold based on the following:
  1. The payment amount shall be paid according to the following formula for each US ton of scrap disposed by the Contractor in the previous month:

$\$AMM / \text{Gross tons} / 1.12 \text{ (conversion factor (cf))} \times \text{Bid Percentage (bp)} = \text{net price (np)} / \text{NT}$

Where \$AMM means the American Metals Market (AMM) price index (\$ per gross US ton) as of the 15<sup>th</sup> of the month in which the junk vehicles are hauled.

Payment amounts shall be rounded to the nearest full one one-hundredth of a dollar. For example a payment amount calculation of \$185.2849 or less shall be payable as \$185.28, while the amount of \$185.2850 or more shall be payable as \$185.29.

2. The monthly itemized payment statement shall include weigh slips which must include, at a minimum, the point of origin, the name of the facility receiving the scrap metal, the date received, the gross, tare and net weights of each load, and the name of the hauler and vehicle number denoted on the junk vehicle or component parts. The statement must report the total gross weight and total net weight for each load to calculate the totally monthly amount to be paid to the State.
  3. An itemized payment statement which shall include the Vehicle Identification Number for each the vehicle, the date received, and the weight of the vehicle or component parts.
  4. A copy of the release form received from the county showing transfer of ownership from the registered owner to the county junk vehicle program and also showing transfer from the county junk vehicle program to the Contractor. The release form is attached hereto and incorporated herein by reference as Attachment A.
  5. If no junk vehicles are received in any month, an email or letter shall be sent to state liaison stating that no vehicles were received in that month.
- I. Contractor shall also be required to:
1. Remove and recapture all refrigerants contained in automotive air conditioning systems in accordance with the requirements of the Federal Clean Air Act prior to the crushing of the vehicles.
  2. Removal of all accessible vehicle convenience lights using mercury switches and all lead wheel weights prior to the vehicle being crushed. All such switches and weights must be properly containerized, stored and recycled by the bidder.
  3. Remove and properly dispose of fuel from any vehicles prior being crushed.
  4. Remove, and properly dispose of any rimless tires prior to crushing the vehicle.
  5. Accept for crushing, any buses and large trucks from the County junk vehicle hauler or third-party hauler hired by the County.
  6. Allow access to all areas of the crushing facility involved in the fluid removal, mercury switch recycling, crushing and removal from the facility.
  7. Allow access to all documentation associated with vehicles received from the **Cascade** county junk vehicle program.

## **SECTION III: PAYMENT**

- A. Within ten days of the first day of each month, Contractor shall send to the State its payment covering junk vehicles crushed or baled during the previous month. Said payment shall be based on the demonstrated increases or decreases in the net ton price (in US dollars per US ton) paid for **#2 scrap metal as quoted by the American Metals Market for L.A. export yard buying price** on the 15<sup>th</sup> day of the month in which the work was performed.



- B. Payments must be made in cash, business check, cashier's check, certified check, bank draft, postal or express money order, or federal wire transfer. Personal checks will not be accepted.

## **SECTION IV: ACCESS AND RETENTION OF RECORDS**

- A. Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Montana Code Annotated § 18-1-118.)
- B. Retention Period. The Contractor agrees to create and retain records supporting the (insert services rendered or supplies provided) for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

## **SECTION V: ASSIGNMENT AND SUBCONTRACTING (Ref, 18-4-141, MCA)**

The Contractor may not assign, transfer or subcontract any portion of this Contract without the express written consent of the State. (Montana Code Annotated § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State. Contractor shall conduct all procurement of subcontracted services in a manner to provide full and open competition.

## **SECTION VI: HOLD HARMLESS AND INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, and while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except for the sole negligence of the State, under this Contract.

## **SECTION VII: REQUIRED INSURANCE**

- A. General Requirements. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- B. Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- C. Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and

property damage of (insert dollar amount) per occurrence and (insert dollar amount) aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

- D. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- E. Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A-, indicating compliance with the required coverages, was received by the Department of Environmental Quality prior to execution of this Contract. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

#### **SECTION VIII: COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither the Contractor nor its employees are employees of the State. Contractor and any subcontractor must comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance or exemption must be valid for the entire term of the Contract. If the insurance or exemption used as proof of compliance expires during the term of this Contract or a renewal, Contractor shall immediately send proof of current insurance/exemption.

#### **SECTION IX: COMPLIANCE WITH LAWS**

The Contractor and any subcontractor must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

#### **SECTION X: TERMINATION**

- A. Termination for Cause. Either party may terminate this Contract for failure of the other party to perform any of the services, duties, or conditions contained in this Contract after giving thirty days written notice to the other party.

- B. If this Contract is terminated pursuant to paragraph A above, the State may award these services to another party for completion of the work under this Contract.

## **SECTION XI: LIAISONS**

Contractor's liaison to the State for purposes of this Contract is **liaison's name** or successor at Contractor's address listed below. **[Phone: xxx-xxx-xxxx | Fax: 406-xxx-xxxx | email: xxxxxxxx]**

The State's liaison to Contractor for purposes of this Contract is **Mitzi Hansen** or successor at the State's Junk Vehicle Program, Waste and Underground Tank Management Bureau, Permitting and Compliance Division at the State's address listed below **[phone: 406-444-3493 | Fax: 406-444-1374 | email: [mi Hansen@mt.gov](mailto:mi Hansen@mt.gov)]**

## **SECTION XII: MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or Contractual problems that may occur during the term of the Contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working day's notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems may result in termination of the Contract.

## **SECTION XIII: JURISDICTION AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

## **SECTION XIV: SCOPE, AMENDMENT AND INTERPRETATION**

- A. Contract. This Contract consists of six numbered pages and any Attachments as required, IFB #514043, as amended and the Contractor's IFB response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.
- B. Entire Contract. These documents contain the entire Contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties. A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

## **SECTION XV: EXECUTION**

The parties through their authorized agents have executed this Contract on the dates set out below.

**CONTRACTOR NAME**

# APPENDIX B – MODEL CONTRACT

Contract No.: 514043  
Direct Haul – Junk Vehicle Contract

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
NAME, Title

Address

Federal Employer's ID No.: xx-xxxxxxx

## MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
VICKI J. WOODROW, Contracts Officer

Financial Services  
Contracts and Procurement  
Metcalf Building, Room 003  
1520 E. Sixth Avenue  
Helena, MT 59620-0901

# APPENDIX B – MODEL CONTRACT

Contract No.: 514043  
Direct Haul – Junk Vehicle Contract

## ATTACHEMENT A

### RELEASE OF OWNERSHIP OR INTEREST IN MOTOR VEHICLE (JUNK VEHICLE)

CASCADE COUNTY JUNK VEHICLE RECYCLING PROGRAM  
121 4<sup>TH</sup> St N Ste 2 H-1  
Great Falls MT 59401-2522

telephone: (406) 454-6905  
fax: (406)

The undersigned, being the legal owner of, or having a legal interest in the vehicle described below, hereby authorizes a duly appointed agent of the County Junk Vehicle Program to remove this vehicle to the county motor vehicle graveyard or crushing facility. In the consideration of the foregoing removal, I hereby release all rights, title, and interest in the vehicle to the State of Montana and its agents without payment or compensation. To the best of my knowledge there is no lien of record against this vehicle. I agree to hold the State of Montana, the County and its agents harmless from any claims that may result from the release and removal of the vehicle by the program. I understand that upon release of this vehicle to a contracted towing operator of the Vehicle Recycling and Disposal Program, there is no towing charge to me.

#### PLEASE ATTACH VEHICLE TITLE AND/OR REGISTRATION TO THIS FORM IF AVAILABLE

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Color: \_\_\_\_\_ License Plate # \_\_\_\_\_ State \_\_\_\_\_  
V.I.N.# \_\_\_\_\_  
Vehicle location: \_\_\_\_\_

#### VEHICLE PARTS INFORMATION

This vehicle has (circle the appropriate answers):

Motor      Frame      Differential      Transmission      Body      Air  
Component parts: \_\_\_\_\_

#### PLEASE TAKE NOTE OF THE FOLLOWING REQUIREMENTS:

1. All loose vehicle parts must be inside the vehicle. We will not pick up parts lying around the vehicle.
2. Do not fill out this form if you do not own or have an interest in this vehicle.
3. We **cannot** pick up vehicles with garbage, excess tires, or wire inside. Garbage includes household trash, burn barrel residues, similar waste materials, scrap rebar, fence wire, etc.

☐ By checking this box, the undersigned hereby requests that the vehicle herein described be disposed of only by crushing and recycling:

Name (Must be legible) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

I have read and understand all of the above and agree to have all materials mentioned above removed from the junk vehicle before it is picked up.

# APPENDIX B – MODEL CONTRACT

Contract No.: 514043  
Direct Haul – Junk Vehicle Contract

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

HAULER SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

## STATEMENT OF TRANSFER

(For use by county & recycling facility only)

The county employee must sign this form. I/we certify that the ownership of the vehicle described on the front of this form has been transferred to:

### COUNTY

Name of county employee receiving vehicle: \_\_\_\_\_

Signature of county employee releasing vehicle: \_\_\_\_\_

Date released: \_\_\_\_\_

The recycling facility representative must sign this form. I/we certify that the ownership of the vehicle described on the front of this form has been transferred to:

### RECYCLING FACILITY

Date received: \_\_\_\_\_

Recycling Facility: \_\_\_\_\_

Address of Recycling Facility: \_\_\_\_\_

Name of employee receiving vehicle: \_\_\_\_\_

Signature of employee receiving vehicle at the recycling facility: \_\_\_\_\_